

LICENSE AGREEMENT

PROQUEST LLC

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This License Agreement (this "Agreement") is made effective as of March 15, 2011 (the "Effective Date") between *ProQuest LLC, 789 E. Eisenhower Parkway, Ann Arbor, Michigan 48106-1346, USA* ("*Licensor*") and The Regents of the University of California, a non-profit academic institution, with its principal offices at The California Digital Library, University of California Office of the President, 415 20th Street, 4th floor, Oakland, CA 94612, USA ("*Licensee*").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE

The materials that are the subject of this Agreement shall consist of *electronic information published by Licensor* (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

II. DELIVERY/ACCESS OF LICENSED MATERIALS TO LICENSEE

Licensor will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized locations of Licensee.

III. FEES

Licensee shall make payment to Licensor for use of the Licensed Materials as follows:

To be negotiated.

All fees are due and payable by Licensee sixty (60) days after the date of invoice from Licensor.

IV. AUTHORIZED USE OF LICENSED MATERIALS

Authorized Users. "Authorized Users" are:

Persons Affiliated with the University of California. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and the institution of which it is a part, regardless of the physical location of such persons. For campus locations see Appendix B.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

Access by and Authentication of Authorized Users. Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. The use of proxy servers is permitted as long as any proxy server IP addresses provided limit remote or off-campus access to Authorized Users.

Authorized Uses. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use and Fair Dealing Provisions of the United States and England respectively. In addition, the Licensed Materials may be used by Authorized Users for purposes of research, education or other non-commercial use as follows:

Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

Digitally Copy. Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials so long as each work is retrieved directly from the on-line database system in a manner that causes a "hit" to be registered on the on-line system for each and every print or digital copy. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Products shall be for your own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing". Downloading of all or parts of a Product in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of a Product is strictly prohibited whether such collection is in electronic or print form.

Print Copy. Licensee and Authorized Users may print a reasonable portion of the Licensed Materials so long as each work is retrieved directly from the on-line database system in a manner that causes a "hit" to be registered on the on-line system for each and every print or digital copy. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Products shall be for your own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing". Downloading of all or parts of a Product in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of a Product is strictly prohibited whether such collection is in electronic or print form.

Recover Copying Costs. Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.

Archival/Backup Copy. For Licensed Materials listed in Appendix A: I Perpetual Rights Apply ONLY: Upon request of Licensee, Licensee may receive from Licensor and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement, or as required to exercise Licensee's rights under section XII, 'Perpetual License', of this Agreement.

Licensor acknowledges that Licensee may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Licensee's rights under section XII, 'Perpetual License', of this Agreement. Licensee agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Licensee may perpetually use the third-party trusted system to access or store the Licensed Materials, so long as Licensee's use is otherwise consistent with this Agreement. Licensor further acknowledges and agrees that, in using the third-party archival system, Licensed Materials may be made available to other system participants who indicate a right to those Licensed Materials.

Caching. Licensee and Authorized Users may make local digital copies of the Licensed materials in order to ensure efficient use by Authorized Users by appropriate browser or other software. For the avoidance of doubt, this temporary copy shall be stored in the cache in each instance a user views a document and such caching shall occur each time an end user employs durable links to the Products in a manner consistent with a "hit" is registered on ProQuest's on-line platform for any article accessed.

Collections of Information. Licensee and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

Course Packs. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials so long as such use employs durable links to the Products so that a "hit" is registered on ProQuest's on-line platform each time an article is accessed.

Course Reserves (Print and Electronic). Licensee and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the University of California so long as such use employs durable links to the Products so that a "hit" is registered on ProQuest's on-line platform each time a student views the work on reserve.

Electronic Links. The University of California is committed to the use of the emerging OpenURL standard to allow linking to related materials in other locations. If Licensor does not use the OpenURL standard, Licensor staff will provide information to Licensee upon request to assist the Licensee in creating links directly from UC's library catalogs and licensed resources to the content at the journal, issue and article levels.

Scholarly Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes and provided that in no case any such sharing is done in a manner or

magnitude as to act as a replacement for the recipient's or recipient institution's own subscription to either the Products or the purchase of the underlying Work.

Interlibrary Loan. Using electronic, paper, or intermediated means such as Ariel, Licensee may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108(2g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works, provided that you comply with any special terms imposed by specific content providers or licensors. With respect to our ProQuest® Dissertations & Theses product and other electronic archives such as Early English Books Online, Interlibrary Loan is restricted to one *printed* copy of the specifically requested dissertation, book or pamphlet loaned out at any one time.

Amount of Authorized Use.

Unlimited Access. Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited access to the Licensed Materials. Notwithstanding the above and in order to protect the Licensed Materials for the research and educational use of Authorized Users, automated searches against ProQuest's systems are not permitted with the exception of nonburdensome federated search services. Data mining is prohibited.

V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify, manipulate, or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs.

Content Provider Supplemental Terms. Individual content licensors occasionally have conditions of use applicable solely to their content. Links to such content-specific conditions are clearly displayed with the associated content and will not materially alter your use of the Licensed Materials. With respect to third-party databases delivered through the Illumina platform, any supplemental terms and conditions are clearly hypertext linked on each search screen.

VI. MUTUAL PERFORMANCE OBLIGATIONS

User Surveys. Licensee and Licensor shall cooperate on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

VII. LICENSOR PERFORMANCE OBLIGATIONS

Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation.

Training and Support. Licensor will offer installation support, including assisting with the implementation of any Licensor software. Licensor will provide appropriate training to Licensee staff relating to the use of the Licensed Materials and any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's locale.

Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Licensor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. If, however, the Licensed Materials are unavailable due to circumstances within ProQuest's reasonable control for a period of six hours in a 24 hour period not including times scheduled for normal systems maintenance

and upgrades, the subscription terms shall be extended one day (24 hours) for each six hours of downtime as described above.

Notification of Modifications of Licensed Materials. Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor and/or that portions of the Licensed Materials may migrate to other formats. ProQuest will announce substantial changes to the Licensed Materials available on the on-line system on its electronic mailing list service. If such modifications materially alter your use of the Licensed Materials, you may terminate your subscription to the Licensed Materials by written notice to ProQuest. Upon your subscription termination, ProQuest will refund to you a pro-rata portion of the subscription fee you paid to ProQuest representing the unused portion of your subscription term.

Continued Training. Licensor will provide regular system and project updates to Licensee as they become available. Licensor will provide additional training to Licensee staff made necessary by any updates or modifications to the Licensed Materials or any Licensor software.

Notice of Terms of Supplemental Terms and/or "Click Through" License Terms ("Supplemental Terms"): Individual content licensors occasionally have conditions of use applicable solely to their content. These Supplemental Terms are incorporated herein by reference and are available within the Products via a *link* to such content-specific terms and/or may be displayed via online notices following selection of the materials within the Products. In no event shall these Supplemental Terms materially differ from the provisions of this Agreement. If such Supplemental Terms materially alter your use of the Products, you may terminate your subscription as to the affected product(s) by written notice to ProQuest.

Usage Statistics. Licensor must provide both composite use data for the system-wide CDL and itemized data for individual campuses, on a monthly basis. Use data should be at the level of detail required for objective evaluation of both product performance and satisfaction of user needs, including title-by-title use of journals. Providers should follow the International Coalition of Library Consortia (ICOLC) "Guidelines for Statistical Measures of Usage of Web-Based Information Resources" or provide information in compliance with COUNTER or other recognized international standard.

Compliance with Americans with Disabilities Act. Licensor shall make reasonable efforts to comply with the Americans with Disabilities Act (ADA).

VIII. LICENSEE PERFORMANCE OBLIGATIONS

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Provision of Notice of Intellectual Property Right to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in the Licensed Materials. Licensee shall promptly notify Licensor of any infringement that comes

to Licensee's attention, and take appropriate steps to avoid its recurrence.

Protection from Unauthorized Use. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensors may terminate such Authorized User's access to the Licensed Materials, (b) Licensors may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensors' request. Licensors shall take none of the steps described in this paragraph without first providing a sixty (60) day notice to Licensee and cooperation with the Licensee to avoid recurrence of any unauthorized use. Notwithstanding the above, ProQuest may suspend delivery of Licensed Materials to you if it reasonably determines that your failure to comply with the Acceptable Use Provisions may cause irreparable harm to it or its licensors under the specific circumstances. If delivery is suspended, ProQuest will work with you in good faith to restore your access as soon as possible.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party.

IX. TERM

This Agreement shall continue in effect for one year commencing on the Effective Date.

X. RENEWAL

This agreement shall be renewable at the end of the current term for a successive one year term unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

XI. EARLY TERMINATION

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensors believe that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Except in the case of termination due to Licensee's breach of this Agreement, Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of termination for cause by Licensee due to Licensors' breach, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XII. PERPETUAL LICENSE

For Licensed Materials listed in Appendix A: I Perpetual Rights Apply ONLY: Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials listed in Appendix A: I Perpetual Rights Apply that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

XIII. WARRANTIES

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

Licensor warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of ninety (90) days from delivery.

XIV. LIMITATIONS ON WARRANTIES

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

Limitation of Liability. WITH THE EXCEPTION OF INTELLECTUAL PROPERTY INDEMNIFICATION HEREIN, THE MAXIMUM LIABILITY OF PROQUEST AND ITS LICENSORS ARISING OUT OF ANY CLAIM RELATED TO THE LICENSED MATERIALS WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY PROQUEST FROM YOU FOR THE

LICENSED MATERIALS AT ISSUE UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL PROQUEST OR ITS LICENSORS BE LIABLE TO YOU FOR ANY LOST PROFITS, OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE PRODUCTS OR PROQUEST'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

XV. INDEMNITIES

The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. Licensor shall not be liable hereunder if (i) any infringement or violation claim is based solely upon the use of the Licensed Materials in combination with programs, equipment or devices not of Licensor's origin, design or selection; or (ii) any infringement or violation claim arises out of your use of the Licensed Materials in a manner contrary to the rights granted in the Agreement, including use contrary to the Copyright Act of 1976, Title 17 U.S.C. or other intellectual property law. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

XVI. ASSIGNMENT AND TRANSFER

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVII. GOVERNING LAW

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in California shall have jurisdiction to hear any dispute under this Agreement.

XVIII. DISPUTE RESOLUTION

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days after such meeting, either party may seek alternative ways to resolve said dispute as allowed under California law.

XIX. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XXI. AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XXII. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XXIII. WAIVER OF CONTRACTUAL RIGHT

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXIV. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to Licensor:

General Counsel of ProQuest LLC
789 E. Eisenhower Parkway
Ann Arbor
Michigan
USA
48106-1346

If to Licensee:

University of California Office of the President
California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612
USA
Attn: Licensing Dept.

XXV. Notice of the Use of Digital Rights Management Technology

In the event that Licensor develops any significant type of digital rights management technology to limit the access or the usage of Licensed Product, Licensor agrees to notify Licensee with a contact name at ProQuest for support as well as provide technical specifications, to the extent such exists, for the digital rights management technology utilized.

XXVI. Notice of the Use of Digital Watermarking Technology

If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Product, Licensor agrees that watermarks will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain user-related information such as account number or IP address. If digital watermarking technology is used, Licensor agrees to notify Licensee with a contact name at ProQuest for support as well as provide technical specifications, to the extent such exists for the technology used. Notwithstanding the above, it should be noted that although Licensor's third party content providers do not currently use watermarking technology, the third party content providers may utilize watermarking technology, and in such event, use of watermarking shall not constitute a breach or default under the Agreement.

XXVII. Funding Contingency (multi-year agreements)

The University of California reasonably believes that funds can be obtained sufficient to pay all monies due during the term of this Agreement and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which payments for this transaction may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative review and appeals in the event such portion of the budget is not approved. It is the University of California's intent to make payments for the full term of this transaction. The University of California represents that the use of the materials under this transaction are essential to its proper, efficient and economic operation.

In the event no funds or insufficient funds are appropriated and budgeted and are not otherwise legally available by any means whatsoever in any fiscal period for payments due under this transaction, the University of California will immediately notify Licensor of such occurrence and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the University of California of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination the University of California shall maintain its perpetual right to materials licensed under the subscription periods for which it has fully paid.

Additional Provisions Requested by ProQuest:

EEOC Statement. ProQuest agrees to comply with all provisions of Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of Labor related to equality of employment opportunity which Executive Order, rules, regulations and orders are incorporated herein by reference.

U.S. Government Restricted Rights.

The Products include materials that are commercial technical data and/or computer databases and/or commercial computer software, as applicable, which were developed exclusively at private expense by ProQuest LLC (f/k/a ProQuest Information and Learning Company and/or Cambridge Scientific Abstracts LP and/or ProQuest-CSA LLC) 789 E. Eisenhower Parkway, Ann Arbor, MI 48108. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software are subject to the limited rights restrictions of DFARS 252.227-7202-3 (June 2005) Rights in Computer Software and Computer Software Documentation and/or subject to the restrictions of DFARS 252.227-7019 (June 1995) Validation of Asserted Restrictions – Computer Software, as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) Rights in Data-General, FAR 52-227-20(c)(2-3)) (March 1994) Rights in Data-SBIR Program and/or subject to the restricted rights provisions of FAR 52.227-15 (May 1999) Representation of Limited Rights Data and Restricted Computer Software and FAR 52.227-19 (June 1987) Commercial Computer Software-Restricted Rights, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

[Text deleted]

BY: _____

DATE: 3/21/11

Signature of Authorized Signatory of Publisher

[Text deleted]

[Text deleted]

Print Name _____

Title: Sr. Manager, Global Customer Support

Approved by Legal

Address: 789 Eisenhower Pkwy, Ann Arbor MI

Telephone No.: [Text deleted]

E-mail: [Text deleted]

LICENSEE:

[Text deleted]

BY: _____

DATE: 3-16-11

Signature of Authorized Signatory of Licensee

Print Name: [Text deleted]

Title: Executive Director

Address: 415 20th Street, 4th Floor, Oakland, CA 94612

Telephone No.: [Text deleted]

E-mail: [Text deleted]

Appendix A

Licensed Materials

I. Perpetual Rights Apply

19th Century Parliamentary Papers
20th Century African-American Poetry
20th Century American Poetry
20th Century Drama
20th Century English Poetry
Acta Sanctorum
African Writer's Series
American Drama
American Film Institute Catalogue
American Periodicals Series
Black Studies Center
C:19
Digital National Security Archives
Digitale Bibliothek Deutscher Klassiker
Early English Books Online
Ethnic NewsWatch
Ethnic NewsWatch Historic File
GenderWatch
GeoRef
Gerritsen Women's History Online
Historic San Francisco Chronicle
International Index to Music Periodicals
International Index to Performing Arts
Literature Online
Patrologia Latina
Periodicals Archive Online Collection 5
Periodicals Contents Index Full Text (first 200 titles)
Periodicals Contents Index Full Text Collection 3
Periodicals Contents Index Full Text Collection 4
Periodicals Contents Index segment 20
Periodicals Contents Index segment 21
Periodicals Contents Index segment 22
Periodicals Contents Index segment 16-19
Periodicals Contents Index segment 23-25
Periodicals Index Online segments 26-29
ProQuest Digital Dissertations
ProQuest Historic New York Times
ProQuest Historic Los Angeles Times
ProQuest Historic Wall Street Journal
PsycARTICLES
PsycINFO

II. No Perpetual Rights Apply

AGRICOLA (UCB, UCI, UCR)
ARTbibliographies Modern
ATLA
Avery Index to Architectural Periodicals
Factiva
FIAF
Film Index International
Index Islamicus
International Bibliography of Art (IBA)
International Bibliography of Social Sciences (UCSB)
Los Angeles Times
MLA International Bibliography
New York Times
PAIS International
Philosopher's Index
Wall Street Journal
Research Library Alumni Edition
Safari Tech Books Online
Sociological Abstracts
Worldwide Political Science Abstracts

Appendix B

Campuses of the University of California

University of California, Berkeley (including Lawrence Berkeley Lab)

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, Merced

University of California, Riverside

University of California, San Diego

University of California, San Francisco

University of California, Santa Barbara

University of California, Santa Cruz

University of California Office of the President

University of California IP Address Ranges List

Berkeley (UCB, including Lawrence Berkeley Lab)

[Text deleted]

Davis (UCD)

[Text deleted]

Irvine (UCI)

[Text deleted]

Los Angeles (UCLA)

[Text deleted]

Merced (UCM)

[Text deleted]

Riverside (UCR)

[Text deleted]

San Diego (UCSD)

[Text deleted]

[Text deleted]

San Francisco (UCSF)

[Text deleted]

Santa Barbara (UCSB)

[Text deleted]

Santa Cruz (UCSC)

[Text deleted]

Office of the President (UCOP)

[Text deleted]

[Text deleted]